



10659
RECORDATION NO. Filed 1425

JUL 19 1979 -9 30 AM

INTERSTATE COMMERCE COMMISSION

200A019

JUL 19 1979
Date
Fee \$ 50.00

ICC Washington, D. C.

July 11, 1979

Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Room 2227
Washington, D. C. 20423

Attn: Mildred Lee

RE: Building Leasing Int'l Inc.

Enclosed are the following documents pertaining to the above captioned:


A signed and notarized copy of the security agreement
giving general descriptions of the equipment.

Our expense check in the amount of \$50.00 representing
filing fee.

As per your request, Mr. Alexander J. Barkat, P. O. Box 6808,
Kansas City, Missouri 64130 is the only party involved in this
transaction.

If we can be of any further assistance, please feel free to call us.

Yours very truly,


Shirley H. Schult
Assisant Vice President

SS/csf
Enclosures

RECEIVED
JUL 19 9 25 AM '79
I.C.C.
FEE OPERATION BR.

Interstate Commerce Commission
Washington, D.C. 20423

7/23/79

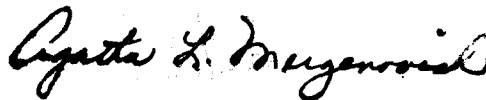
OFFICE OF THE SECRETARY

Shirley H. Schult
Assistant Vice President
West Gate State Bank
Westgate Center
6000 Leavenworth
Kansas City, Kansas 66104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/19/79 at 9:30am, and assigned recordation number(s). 10659

Sincerely yours,



Secretary

Enclosure(s)

SE-30
(3/79)

SECURITY AGREEMENT

NAME & ADDRESS
Building Leasing International, Inc.
6000 East 60th Street, P. O. Box 6808, Kansas City, Missouri

(816) 333-7055

DATE
May 2, 1979

Consideration of the financial accommodations given, to be given, or continued, the undersigned Debtors grant to Lender a security interest in the property described below, together with all parts and equipment used in connection therewith; all additions, replacements, and accessions thereto; and all similar property hereafter acquired, herein collectively referred to as "Collateral". This security interest shall also include the proceeds and products of Collateral, but this shall not be construed to mean that Lender consents to the sale or change in present form of the Collateral, and shall further include proceeds payable as a result of loss or damage to the Collateral or any part thereof. This security interest is given to secure payment of all the Debtors' present and future indebtedness, and any other liabilities to Lender, written or otherwise, including, but not limited to: future advances; all expenditures by Lender for taxes, insurance, repairs to and maintenance of Collateral; and expenses of Lender in realizing on its security interest which are permitted to be recovered.

If Collateral includes livestock, Debtors hereby grant a security interest in all increase thereof, all feed, both hay and grain, owned by Debtors, all water privileges, all equipment used in feeding and handling said livestock, and all of Debtors' right, title, and interest in and to all contracts and leases covering lands for pasture and grazing purposes. If Collateral consists of crops, this Agreement includes all annual and perennial crops and products thereof which are growing or planned on the property described below or on the mortgage signed by Debtors.

COLLATERAL DESCRIPTION

A railroad train known as the "Mark Twain Zepher" constituting the following described engines and cars:

Railroad Number	Type, Manufacturer, Name
Burlington #9903	Engine - Budd - Injun Joe
Burlington #9903F	Baggage - Budd - Becky Thatcher
Burlington #9903G	Diner Coach - Budd - Huckberry Finn
Burlington #9903H	Diner Car - Budd - Pioneer
Burlington #9903I	Parlor Coach - Budd - Tom Sawyer

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Stainless steel dome railroad passenger cars, described as follows:

Amtrak Number	Railroad Number	Type, Manufacturer, Year, Etc.
#9800	#BN 320	Dome, Coach, Dorm, Diner, Budd, SS, 1952
#9541	#BNQ 4726	Dome, Coach, Budd, SS, 1947
#9400	#BN 3480	Dome, Coach, Budd, SS, 1940
#9464	#BNG 1324	Dome, Coach, Budd, SS, 1955
#9200	#SCL 6800	Dome, Sleeper, Budd, SS, 1948
#9462	#BNG 1322	Dome, Lounge, Budd, SS, 1955

The above Collateral will be located at:
☒ Debtors' Address shown above
☐ Other Location (Specify) _____

Collateral covered by this Security Agreement is to be used by Debtors primarily for:
☒ Business ☐ Agriculture ☐ Personal, Family, or Household purpose

Collateral is:
☐ Being acquired with loan proceeds
☒ Now owned by Debtors

Collateral is to be attached to real estate, the legal description of the real estate is: _____

The name of the record owner is: _____

LENDER SIGNATURE	DEBTOR SIGNATURES
 60TH AND LEAVENWORTH ROAD KANSAS CITY, KANSAS 66104	Debtors and Lender hereby agree that this transaction is: <input checked="" type="checkbox"/> A Commercial transaction NOT subject to the Kansas Uniform Consumer Credit Code. <input type="checkbox"/> A Consumer or Commercial transaction subject to Sections 1 thru 131 of the Kansas Uniform Consumer Credit Code. If this Agreement is determined by the parties to be subject to Sections 1 thru 131 of the Kansas Uniform Consumer Credit Code, then acceleration of maturity and repossession of Collateral shall be limited by Sections 16a-5-110, 111, and 112 of said Code. NOTICE TO DEBTORS: 1. Do not sign this Agreement before you read it. 2. You are entitled to a copy of this Agreement. 3. You may prepay the unpaid balance at any time without penalty. DEBTOR SIGNATURES X c14 X _____

BY: (Representing the Lender and Secured Party)

TITLE _____

State of Kansas, County of Wyandotte
I Certify that this is a true and exact copy of the original document.
My Commission Expires: 1-31-81

Notary Public - Shirley J. Schult

SHIRLEY J. SCHULT
STATE WIDE NOTARY PUBLIC
WYANDOTTE COUNTY, KANSAS
My Appointment Expires 1-31-81

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PROMISSORY NOTE - COMMERCIAL

MAKERS NAME & ADDRESS Building Leasing International, 6000 East 60th Street Inc. Post Office Box 6808 Kansas City, Missouri (816) 333-7055		NOTE NO. 26391	DATE OF NOTE 5-2-79	MATURITY DATE 11-2-79	INTEREST RATE PER ANNUM 12 %	AMOUNT OF NOTE \$ 300,000.00
		PAYMENT SCHEDULE (Specify Number of Payments, Frequency, Amounts, and Due Dates) Interest and principal due at maturity.				
RENEWAL OF # <input checked="" type="checkbox"/> NEW LOAN		OFFICER RBK	COLLATERAL "Mark Twain Zepher" and six dome cars			

For value received, Makers promise to pay to the order of the Bank named herein the Amount of Note, together with interest, all as set forth above in the Payment Schedule. The unpaid balance of Principal and Interest shall become payable on the Maturity Date, and any amount not paid when due shall bear interest at the rate of _____ % per annum.

Makers agree that the sum of advances made under this note may exceed the Amount of Note; however, Makers agree to make payments such that the principal balance shall not exceed the Amount of Note. The Bank records shall be prima facie evidence of such advances, payments, and the unpaid principal balance. Future advances shall be at the Bank's option, and the above described procedure shall not be interpreted as the granting of a continuing line of credit for the Amount of Note.

At the option of the holder, the unpaid balance of this Note and all other obligations of Makers to the holder, whether direct or indirect, absolute or contingent, now existing or hereafter arising shall become immediately due and payable without notice or demand if: (1) any payment required by this Note is not paid when due; (2) Makers default in the performance of any covenant or provision contained in any agreement or instrument securing the payment of this Note; or (3) the holder at any time in good faith believes that the prospect of any payment required by this Note is impaired.

Makers and all other signers waive presentment, notice of dishonor and protest, and consent to: (1) any and all extensions of time for any term or terms with respect to any payment due under this Note, partial payments, or renewals before or after Maturity; (2) any substitution or release of collateral; and (3) the addition or release of any party or guarantor. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right. This and all other obligations of Makers are secured by collateral heretofore or hereafter given to Bank.

See attached collateral statement

Alexander Barket
Chairman of the Board

W B WESTGATE STATE BANK
60TH AND LEAVENWORTH ROAD
KANSAS CITY, KANSAS 66104

State of Kansas, County of Wyandotte

I Certify that this is a true and exact copy of the original document

Shirley Schult
Notary Public - Shirley Schult

My Commission Expires: J. SCHULT
STATE WIDE NOTARY PUBLIC
WYANDOTTE COUNTY, KANSAS
My Appointment Expires _____